

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----	X	
DANIEL RIVERA,	:	
	:	Case No.: 16 CV 7552
Plaintiff,	:	
	:	NOTICE OF APPLICATION
-against-	:	FOR COSTS SOUGHT
	:	AGAINST THIRD PARTY
	:	<u>DEFENDANT</u>
HOME DEPOT U.S.A., INC.,	:	
	:	
Defendant.	:	
-----	X	
HOME DEPOT U.S.A., INC.,	:	
	:	
Third-Party Plaintiff,	:	
	:	
-against-	:	
	:	
BRYAN'S HOME IMPROVEMENT CORP.,	:	
	:	
Third-Party Defendant.:	:	
-----	X	

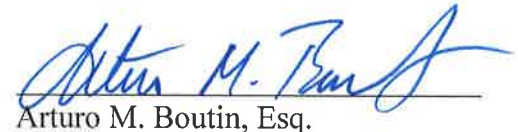
PLEASE TAKE NOTICE that, upon defendant/third-party plaintiff Home Depot U.S.A., Inc.'s ("Home Depot") Bill of Costs, the Declaration of Arturo M. Boutin, dated June 4, 2018, and the exhibits annexed thereto, and all other pleadings and proceedings herein, Home Depot will move this Court before the Judgment Clerk at the United States Courthouse for the Southern District of New York, located at 500 Pearl Street, New York, New York 10007, on June 20th, 2018 at 11:30 a.m., or as soon thereafter as counsel may be heard, at a time and date to be determined as convenient by the Court, for an Order pursuant to Rule 54 of the Federal Rules of Civil Procedure, Local Civil Rule 54.1, and 28 U.S.C. §§ 1920 and 1923

granting fees and costs sought by the Home Depot and granting such other relief that this Court deems proper.

Dated: New York, New York
June 4, 2018

D'AMATO & LYNCH, LLP

By:



Arturo M. Boutin, Esq.
ABoutin@Damato-Lynch.com
Attorneys for Defendant/Third-Party Plaintiff
HOME DEPOT U.S.A., INC.
225 Liberty Street
New York, New York 10281
(212) 909-2028
Our File No.: 930-83092

TO: **VIA ECF**

GINARTE GALLARDO GONZALEZ WINOGRAD LLP
Attorneys for Plaintiff
DANIEL RIVERA
225 Broadway, 13th Floor
New York, New York 10007-3772
(212) 601-9700

CONNORS & CONNORS, P.C.
Attorneys for Third-Party Defendant
BRYAN'S HOME IMPROVEMENT CORP.
766 Castleton Avenue
Staten Island, New York 10310
(718) 442-1700

HERZFELD & RUBIN
Attorneys for Third Party Defendant
BRYAN'S HOME IMPROVEMENT CORP.
125 Broad Street
New York, New York, 10004
(212) 471-8500

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----	X
DANIEL RIVERA,	:
	:
Plaintiff,	:
	:
-against-	:
	:
HOME DEPOT U.S.A., INC.,	:
	:
Defendant.	:
-----	X
HOME DEPOT U.S.A., INC.,	:
	:
Third-Party Plaintiff,	:
	:
-against-	:
	:
BRYAN'S HOME IMPROVEMENT CORP.,	:
	:
Third-Party Defendant.	:
-----	X

Case No.: 16 CV 7552

**DECLARATION OF
ARTURO M. BOUTIN
IN SUPPORT OF DEFENDANT'S/
THIRD-PARTY PLAINTIFF'S
APPLICATION FOR COSTS
AGAINST PLAINTIFF**

ARTURO M. BOUTIN, declares pursuant to 28 U.S.C. § 1746 and under penalty of perjury that:

1. I am a partner in the firm of D'Amato & Lynch, LLP, counsel for defendant/third-party plaintiff Home Depot U.S.A., Inc. (hereinafter referred to as "Home Depot") in this action. As such, I am familiar with the facts and circumstances set forth herein.

2. I submit this Declaration in support of Home Depot's Bill of Costs and application for an award of costs against third-party defendant Bryan's Home Improvement Corp. ("Bryan's"), in this action.

3. On or about September 27, 2016, plaintiff Daniel Rivera initiated this action by filing a Complaint in the United States District Court, Southern District of New York, located at 500 Pearl Street, New York, New York 10007. Plaintiff alleged Home Depot violated the Labor Laws of the State of New York, *inter alia*, that Home Depot violated §200, §240 and §241(b) in connection with injuries he sustained while working for Bryan's on August 22, 2015.

4. On or about January 6, 2017, Home Depot commenced a third-party action as against Bryan's for contractual and common law indemnification from plaintiff's claims against Home Depot.

5. Home Depot expended significant cost and expenses to defend itself against plaintiff's claims, including significant discovery activities, due to Bryan's failure to honor its contractual and common law obligations to Home Depot.

6. On April 9, 2018, a jury trial commenced in the United States District Court for the Southern District of New York, before the Honorable Katherine B. Forrest.

7. The trial concluded on April 11, 2018, when the jury returned a verdict in favor of plaintiff.

8. Thereafter, on May 4, 2018, the Clerk of the Court entered Judgment in favor of plaintiff and against Home Depot, a copy of which is annexed hereto as **Exhibit A**.

9. On May 4, 2018 the Clerk of the Court entered Judgment in favor of Home Depot and against Bryan's, a copy of which is annexed as **Exhibit B**.

10. Home Depot now seeks an award of costs in the amount of \$7,773.41, as the prevailing party in accordance with Rule 54(d)(1) of the Federal Rules of Civil Procedure

and Rule 54.1 of the Local Civil Rules of the Southern District of New York for the following items. As such, Home Depot attaches hereto a Bill of Costs dated June 4, 2018 as **Exhibit C**. The costs claims are correctly stated, are allowable by law, and were necessarily incurred as stated herein.

11. Home Depot continues to incur significant cost, including at the Second Circuit level, and reserves its right to seek additional Bill of Cost in this matter.

12. Home Depot submits 2 bills for the cost of the deposition of the plaintiff, Daniel Rivera, conducted on September 27, 2017 and September 28, 2017, that were necessarily obtained during discovery, and that were necessary for use at trial for, including, but not limited to, the cross-examination of the plaintiff, and the preparation of Home Depot's further arguments at the opening of the trial and at the close of evidence. As the prevailing party, pursuant to 28 U.S.C. § 1928 and pursuant to Local Rule 54.1(c)(4), Home Depot is entitled to this cost in the amount of \$687.30. A true copy of the invoices from Deitz Court Reporting, the court stenographer, are annexed hereto as **Exhibit D**.

13. Home Depot additionally submits two bills for the costs of the translation services of a Spanish-speaking interpreter, whose services were necessary in order to translate plaintiff's testimony during the depositions on September 27, 2018 and September 28, 2018, the translations of which were necessarily obtained during discovery, and were necessary for use at trial for, including, but not limited to, the cross-examination of the plaintiff, and the preparation of the defendant's/third-party plaintiff's further argument at the close of evidence. As the prevailing party, pursuant to 28 U.S.C. § 1928 and pursuant to Local Rule 54.1(c)(4), Home Depot is entitled to these costs together totaling to the amount of

\$666.00 A true copy of each of the invoices from the translation services, Eiber Translations, Inc. are annexed hereto as **Exhibit E**.

14. Home Depot submits a bill for the cost of the deposition of witness Jorge Palacios, conducted on October 10, 2017, that was necessarily obtained during discovery, and that was necessary for use at trial for, including, but not limited to, the cross-examination of the plaintiff, and the preparation of the Home Depot's further arguments at the opening of the trial and at the close of evidence. As the prevailing party, pursuant to 28 U.S.C. § 1928 and pursuant to Local Rule 54.1(c)(4), Home Depot is entitled to this cost in the amount of \$303.00. A true copy of the invoice from Diamond Court Reporting, the court stenographer, is annexed hereto as **Exhibit F**.

15. Home Depot also submits a bill for the cost of medical tests performed on plaintiff were necessary and material to Home Depot defense which were necessarily obtained during discovery, and that was necessary for use at trial for, including, but not limited to, the cross-examination of the plaintiff, and the preparation of the Home Depot's further arguments at the opening of the trial and at the close of evidence.. As the prevailing party, pursuant to 28 U.S.C. § 1928 and pursuant to Local Rule 54.1(c)(4), Home Depot is entitled to this cost in the amount of \$105.00. A true copy of the invoice from Ironbound MRI LLC for 2 X-rays of plaintiff's spine is annexed hereto as **Exhibit G**.

16. Home Depot also submits a bill for the cost of medical services, review of plaintiff's medical records by Richard Lechtenberg, M.D., that were necessarily obtained, and that were necessary for use at the motion for summary judgment and trial for, including, but not limited to, the cross-examination of the plaintiff, the cross-examination of plaintiff's

witnesses, and the preparation of Home Depot's opening and closing arguments. As the prevailing party, pursuant to 28 U.S.C. § 1928 and pursuant to Local Rule 54.1(c)(4), Home Depot is entitled to these costs in the amount of \$1,150.00. A true copy of the invoice from Dr. Lechtenberg is annexed hereto as **Exhibit H**.

17. Home Depot submits bills representing its full share of the costs of motion argument transcripts and the trial transcripts prepared for the two days of arguments for motions for summary judgment, and for each day of the trial, which were obtained by order and at the direction of the Court for the purposes of providing a record for review, and were used in the preparation of, including, but not limited to, the cross-examination of plaintiff, and his witnesses, and the preparation of defendant's/third-party plaintiff's further argument at the opening of the trial and at the close of evidence at trial. As the prevailing party, pursuant to 28 U.S.C. § 1928 and pursuant to Local Rule 54.1(c)(4), Home Depot is entitled to these costs incurred and together totaling to the amount of \$1,878.33. A true copy of each of the invoices from the Official Court Reporters are annexed hereto as **Exhibit I**.

18. Further, Home Depot is entitled to an additional \$20 pursuant to 28 U.S.C. § 1923.

19. Home Depot submits a bill for the cost of the mediation of this matter, held on February 7, 2018, that was necessarily conducted after discovery, and that was an attempt to resolve this matter before trial. As the prevailing party, pursuant to 28 U.S.C. § 1928 and pursuant to Local Rule 54.1(c)(4), Home Depot is entitled to this cost in the amount of \$1,767.29. A true copy of the invoice from National Arbitration and Mediation, the company which provided mediation services, is annexed hereto as **Exhibit J**.

20. Thus, the total costs incurred by Home Depot to date pursuant to Local Rule 54.1 in the defense of this action are \$7,773.41.

WHEREFORE, it is respectfully requested that the Clerk issue an Order granting the defendant's/third-party plaintiff's costs in the amount of \$7,773.41.

Dated: New York, New York
June 4, 2018

D'AMATO & LYNCH, LLP

By: 

Arturo M. Boutin, Esq.
ABoutin@Damato-Lynch.com
*Attorneys for Defendant/Third-Party
Plaintiff*
HOME DEPOT U.S.A., INC.
225 Liberty Street
New York, New York 10281
(212) 909-2028
Our File No.: 930-83092

TO: **VIA ECF**

GINARTE GALLARDO GONZALEZ WINOGRAD LLP
Attorneys for Plaintiff
DANIEL RIVERA
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CONNORS & CONNORS, P.C.
Attorneys for Third-Party Defendant
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Staten Island, New York 10310
(718) 442-1700

HERZFELD & RUBIN
Attorneys for Third Party Defendant
BRYAN'S HOME IMPROVEMENT CORP.
125 Broad Street
New York, New York, 10004
(212) 471-8500

EXHIBIT A

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
DANIEL RIVERA,

Plaintiff,

-v-

HOME DEPOT U.S.A. INC.,

Defendant and Third-Party Plaintiff,

-v-

BRYAN'S HOME IMPROVEMENT CORP.,

Third-Party Defendant.
-----X

KATHERINE B. FORREST, District Judge:

USDC SDNY
DOCUMENT
ELECTRONICALLY FILED
DOC #:
DATE FILED: May 4, 2018

16-cv-7552 (KBF)

JUDGMENT

This action having been commenced September 27, 2016 by the filing of the Complaint (ECF No. 1); and

The Court having granted, in part, the Motion for Summary Judgment filed by plaintiff Daniel Rivera on March 23, 2018 (ECF No. 104) in the amount of \$6,593,495.00 (ECF No. 120); and

Plaintiff having subsequently withdrawn his request for future economic damages related to potential surgical interventions (ECF No. 122); and

The parties having agreed on the quantum of plaintiff's past economic damages already incurred in the amount of \$230,631.44 by Stipulation dated August 9, 2018 (ECF No. 143 at 5); and

The issues of past and future pain and suffering having come on for trial, and a jury having returned a verdict on April 11, 2018 on behalf of the plaintiff in the

aggregate amount of \$1,845,000 (\$135,000 of which is attributable to past pain and suffering) (ECF No. 136), it is hereby

ORDERED, ADJUDGED, AND DECREED that plaintiff shall have judgment against defendant/third-party plaintiff Home Depot U.S.A., Inc. in accordance with the Court's prior rulings and in the following amounts:

- | | | |
|--------------------------------|---|----------------|
| 1. Economic Damages (past) | – | \$230,631.44 |
| 2. Economic Damages (future) | – | \$6,593,495.00 |
| 3. Pain and suffering (past) | – | \$135,000.00 |
| 4. Pain and suffering (future) | – | \$1,710,000.00 |

The parties retain all rights to appeal the Court's prior rulings existing as of this date.

SO ORDERED.

Dated: New York, New York
May 4, 2018



KATHERINE B. FORREST
United States District Judge

EXHIBIT B

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
DANIEL RIVERA,

Plaintiff,

-v-

HOME DEPOT U.S.A. INC.,

Defendant and Third-Party Plaintiff,

-v-

BRYAN'S HOME IMPROVEMENT CORP.,

Third-Party Defendant.
-----X

KATHERINE B. FORREST, District Judge:

USDC SDNY
DOCUMENT
ELECTRONICALLY FILED
DOC #:
DATE FILED: May 4, 2018

16-cv-7552 (KBF)

JUDGMENT

This action having been commenced September 27, 2016 by the filing of the Complaint (ECF No. 1); and

The Court having granted, in part, the Motion for Summary Judgment filed by plaintiff Daniel Rivera on March 23, 2018 (ECF No. 104) in the amount of \$6,593,495.00 (ECF No. 120); and

Plaintiff having subsequently withdrawn his request for future economic damages related to potential surgical interventions (ECF No. 122); and

The parties having agreed on the quantum of plaintiff's past economic damages already incurred in the amount of \$230,631.44 by Stipulation dated August 9, 2018 (ECF No. 143 at 5); and

The issues of past and future pain and suffering having come on for trial, and a jury having returned a verdict on April 11, 2018 on behalf of the plaintiff in the aggregate amount of \$1,845,000 (\$135,000 of which is attributable to past pain and suffering) (ECF No. 136); and

The Court, simultaneous to entry of this Judgment, having entered judgment in favor of plaintiff and against defendant/third-party plaintiff Home Depot U.S.A., Inc. in accordance with the Court's prior rulings and in the following amounts:

1. Economic Damages (past) – \$230,631.44
2. Economic Damages (future) – \$6,593,495.00
3. Pain and suffering (past) – \$135,000.00
4. Pain and suffering (future) – \$1,710,000.00; and

The Court having granted defendant/third-party plaintiff Home Depot U.S.A., Inc.'s motion for summary judgment on its contractual and common law indemnification claims as against third-party defendant Bryan's Home Improvement Corp. prior to trial (ECF No. 75), it is hereby

ORDERED, ADJUDGED, AND DECREED that defendant/third-party plaintiff Home Depot U.S.A., Inc. shall have judgment against third-party defendant Bryan's Home Improvement Corp. in accordance with the Court's prior rulings and in the amount of \$8,669,126.44 plus allowable interests and costs.

The parties retain all rights to appeal the Court's prior rulings existing as of this date.

SO ORDERED.

Dated: New York, New York
May 4, 2018



KATHERINE B. FORREST
United States District Judge

EXHIBIT C

UNITED STATES DISTRICT COURT

for the

Southern District of New York

DANIEL RIVERA

v.

HOME DEPOT U.S.A., INC. v. BRYAN'S HOME
IMPROVEMENT CORP.

Case No.: 16 CV 7552

BILL OF COSTS

Judgment having been entered in the above entitled action on 05/04/2018 against Bryan's Home Impvt Corp.,
Date
 the Clerk is requested to tax the following as costs:

Fees of the Clerk	\$	
Fees for service of summons and subpoena		
Fees for printed or electronically recorded transcripts necessarily obtained for use in the case		2,868.63
Fees and disbursements for printing		1,108.44
Fees for witnesses (itemize on page two)		0.00
Fees for exemplification and the costs of making copies of any materials where the copies are necessarily obtained for use in the case.		105.00
Docket fees under 28 U.S.C. 1923		20.00
Costs as shown on Mandate of Court of Appeals		
Compensation of court-appointed experts		
Compensation of interpreters and costs of special interpretation services under 28 U.S.C. 1828		
Other costs (please itemize) <i>translating services of plaintiff's depositions, independent</i>		3,671.34
<i>medical examination of plaintiff, mediation and transportation</i>		
TOTAL	\$	7,773.41

SPECIAL NOTE: Attach to your bill an itemization and documentation for requested costs in all categories.

Declaration

I declare under penalty of perjury that the foregoing costs are correct and were necessarily incurred in this action and that the services for which fees have been charged were actually and necessarily performed. A copy of this bill has been served on all parties in the following manner:



Electronic service



First class mail, postage prepaid



Other: _____

s/ Attorney: _____

Name of Attorney: Arturo M. Boutin

For: _____

Home Depot U.S.A., Inc.Date: 06/04/2018Name of Claiming Party

Taxation of Costs

Costs are taxed in the amount of _____ and included in the judgment.

By: _____

Clerk of CourtDeputy ClerkDate

EXHIBIT D

UNITED STATES DISTRICT COURT

Witness Fees (computation, cf. 28 U.S.C. 1821 for statutory fees)						
NAME, CITY AND STATE OF RESIDENCE	ATTENDANCE		SUBSISTENCE		MILEAGE	
	Days	Total Cost	Days	Total Cost	Miles	Total Cost
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
					TOTAL	\$0.00

NOTICE

Section 1924, Title 28, U.S. Code (effective September 1, 1948) provides:

“Sec. 1924. Verification of bill of costs.”

“Before any bill of costs is taxed, the party claiming any item of cost or disbursement shall attach thereto an affidavit, made by himself or by his duly authorized attorney or agent having knowledge of the facts, that such item is correct and has been necessarily incurred in the case and that the services for which fees have been charged were actually and necessarily performed.”

See also Section 1920 of Title 28, which reads in part as follows:

“A bill of costs shall be filed in the case and, upon allowance, included in the judgment or decree.”

The Federal Rules of Civil Procedure contain the following provisions:**RULE 54(d)(1)****Costs Other than Attorneys' Fees.**

Unless a federal statute, these rules, or a court order provides otherwise, costs — other than attorney's fees — should be allowed to the prevailing party. But costs against the United States, its officers, and its agencies may be imposed only to the extent allowed by law. The clerk may tax costs on 14 day's notice. On motion served within the next 7 days, the court may review the clerk's action.

RULE 6**(d) Additional Time After Certain Kinds of Service.**

When a party may or must act within a specified time after service and service is made under Rule 5(b)(2)(C), (D), (E), or (F), 3 days are added after the period would otherwise expire under Rule 6(a).

RULE 58(e)**Cost or Fee Awards:**

Ordinarily, the entry of judgment may not be delayed, nor the time for appeal extended, in order to tax costs or award fees. But if a timely motion for attorney's fees is made under Rule 54(d)(2), the court may act before a notice of appeal has been filed and become effective to order that the motion have the same effect under Federal Rule of Appellate Procedure 4(a)(4) as a timely motion under Rule 59.

PLEASE NOTE OUR
NEW ADDRESS:

Deitz Court Reporting
100 Merrick Road, Suite 320W
Main: 800-678-0166

Jay Deitz & Associates
- Rockville Centre, NY 11570
Fax: 516-678-4488



Bill To:

D'AMATO AND LYNCH, LLP
Attn: HENRY C. DIEUDONNE, JR. ESQ.
225 LIBERTY STREET
30TH FLOOR
NEW YORK, NY 10281-2600

File Number: 93083092

Index Number 16cv7552

RIVERA, DANIEL V HOME DEPOT

Examination taken on 9/27/2017 of:

DANIEL RIVERA EBT

Invoice Date **10/9/2017**

Invoice Number **511891**

Enclosed

102 Pages @ \$3.35 \$341.70 0+2

Appearance Fee

\$50.00

Shared Billing Reduced Rate

\$391.70

FileProcessing&Conversion\Shping & Handling

1 @ \$18.95

\$18.95

Your Total

\$410.65

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DM
362129



511891

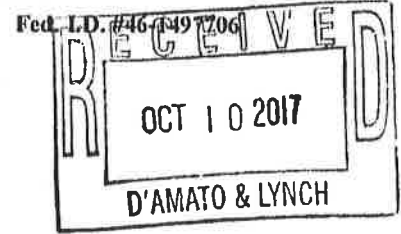
66800

131352

PLEASE NOTE OUR
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Deitz Court Reporting
100 Merrick Road, Suite 320W
Main: 800-678-0166

Jay Deitz & Associates
- Rockville Centre, NY 11570
Fax: 516-678-4488



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D'AMATO AND LYNCH, LLP
Attn: HENRY C. DIEUDONNE, JR. ESQ.
225 LIBERTY STREET
30TH FLOOR
NEW YORK, NY 10281-2600

File Number: 93083092

Index Number 16cv7552

RIVERA, DANIEL V HOME DEPOT

Examination taken on 9/28/2017 of:

DANIEL RIVERA EBT

Invoice Date **10/9/2017**

Invoice Number **511893**

Enclosed

62 Pages @ \$3.35 \$207.70 O+2

PAID

Appearance Fee

\$50.00

Shared Billing Reduced Rate

\$257.70

FileProcessing&Conversion\Shipping & Handling

1 @ \$18.95

\$18.95

Your Total

\$276.65

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362297



66800

131353

EXHIBIT E



66 Powerhouse Road - Suite 403
 Roslyn Heights, New York 11577
 Tel: (516) 498-1111
 Fax: (516) 498-2390
 billing@eibertranslations.com
 www.eibertranslations.com

INVOICE

Bill To :		Invoice No. :	17/69995
D'Amato & Lynch, LLP Two World Financial Center 225 Liberty Street, 30th Floor New York, NY 10281-1008		Invoice Date :	10/17/2017
		Job Date:	9/28/2017
Item	DESCRIPTION		Amount
Language -	Spanish		222.00
Held at -	Ginarte, O'Dwyer, Gonzalez, Gallardo, LLP, 225 Broadway - 13th Floor, New York, NY		
Appearances-	D'Amato & Lynch, LLP Ginarte, O'Dwyer, Gonzalez, Gallardo, LLP Connors & Connors, PC		
In the matter entitled -	Daniel Rivera v. Home Depot		
Witness	Daniel Rivera		
File No. -	9 3 0 8 3 0 9 2		
Billing Data -	10:30 AM to 1:30 PM Three (3) Hours @ \$74.00 Per Hour		
Terms: NET 30 DAYS		Total	\$222.00

Please detach and return with payment

Please remit payment to:
 Eiber Translations, Inc.
 66 Powerhouse Road, Suite 403
 Roslyn Heights, NY 11577

Invoice #	17/69995
Job Date	9/28/2017
Invoice Date	10/17/2017
Total	\$222.00
Tax ID No.: 20-5015354	



66 Powerhouse Road - Suite 403
Roslyn Heights, New York 11577
Tel: (516) 498-1111
Fax: (516) 498-2390
billing@eibertranslations.com
www.eibertranslations.com

INVOICE

Bill To :	Invoice No. :	17/69975
D'Amato & Lynch, LLP Two World Financial Center 225 Liberty Street, 30th Floor New York, NY 10281-1008	Invoice Date :	10/16/2017
	Job Date:	9/27/2017

PAID

Item	DESCRIPTION	Amount
Language -	Spanish	444.00
Held at -	Ginarte, O'Dwyer, Gonzalez, Gallardo, LLP, 225 Broadway - 13th Floor, New York, NY	
Appearances-	D'Amato & Lynch, LLP Ginarte, O'Dwyer, Gonzalez, Gallardo, LLP Connors & Connors, PC	
In the matter entitled -	Daniel Rivera v. Home Depot	
Witness	Daniel Rivera	
File No. -	93083092	
Billing Data -	10:30 AM to 4:00 PM Six (6) Hours @ \$74.00 Per Hour	

PAST DUE

COPY

Terms: NET 30 DAYS

Total \$444.00

Please detach and return with payment

Please remit payment to:
Eiber Translations, Inc.
66 Powerhouse Road, Suite 403
Roslyn Heights, NY 11577

Invoice #	17/69975
Job Date	9/27/2017
Invoice Date	10/16/2017

Total \$444.00

Tax ID No.: 20-5015354

EXHIBIT F



Diamond

Reporting & Legal Video

T.877.624.3287 ♦ www.diamondreporting.com

D'AMATO & LYNCH
TWO WORLD FINANCIAL CENTER / 225 LIBERTY STREET
30TH FLOOR
NEW YORK, NY 10281
HENRY DIEUDONNE, ESQ.

INVOICE NO.: 177037803

INVOICE DATE: 10/27/2017

REPORTER:
KAREN ANIBOLI-KOPANYI

RIVERA, DANIEL VS HOME DEPOT USA, INC.
INDEX NO: 16CV7552 FILE NO: 930-83092

TAX ID #: 11-266-5545

BILLER ID: RT

DATE	DESCRIPTION	AMOUNT
10/10/2017	DEPOSITION OF THE DEFENDANT, HOME DEPOT USA, BY JORGE PALACIOS 128PGS COPY ORDER - YOUR CHARGE DELIVERY & HANDLING	288.00 15.00

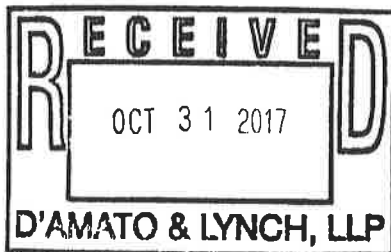
FEDERAL CASE

SUB TOTAL \$303.00

PAID \$0.00

BALANCE DUE \$303.00

THIS CASE HAS BEEN UPLOADED INTO
YOUR TRANSCRIPT REPOSITORY
THE DIAMOND VAULT



PAID

131434

**** PLEASE NOTE PAYMENT TERMS ARE NET 30 DAYS ****

WE ACCEPT ALL MAJOR CREDIT CARDS

WE ACCEPT WIRE TRANSFER - PLEASE CONTACT OUR OFFICE FOR DETAILS

PLEASE NOTE INVOICE NUMBER ON YOUR PAYMENT - THANK YOU

ORIGINAL INVOICE

*****PLEASE SEND PAYMENT TO: 16 COURT STREET, SUITE 907, BROOKLYN, NY 11241*****

Make checks payable to: Diamond Reporting, Inc.

☒ Visa ☒ MC ☒ Amex ☒ Discover ☒ Check

Credit Card #:

Exp. Date:

Name on Card:

Security Code:

DIAMOND DEPOSITION CENTERS

New York Offices:
Manhattan, Brooklyn, Bronx,
Queens, Staten Island, Dutchess,
Melville, Mineola, Orange, Rockland,
Sullivan, White Plains, Ulster

New Jersey

EXHIBIT G

Oct 02 2017 10:56AM Ironbound MRI 9735222099

page 1



119-137 Clifford Street • Newark, New Jersey, 07105
Tel: (973) 506-1400 • Fax: (973) 522-2009

OCTOBER 2ND 2017VIA FAX: 212-269-3559**D'AMTO & LYNCH, LLP****JAMES ZHU****TWO WORLD FINANCIAL CENTER****225 LIBERTY STREET****NEW YORK, NY 10281****NAME: DANIEL RIVERA-MARTINEZ****CHART: 0-30376****D.O.B: 7/31/1978**

TO WHOM IT MAY CONCERN:

IN REFERENCE TO YOUR REQUEST FOR THE ABOVE REFERENCED PATIENT FOR MRI AND/OR XRAY
FILMS OF THE:

DATE OF SERVICE	TYPE OF STUDY	# OF FILMS
8/09/17	CERVICAL SPINE XRAY	2

FINAL COUNT OF RADIOLOGICAL FILMS

(2)X (\$45.00 EACH FILM) = \$90.00

+ \$10.00 SEARCH FEE

+ \$5.00 POSTAGE FEE

TOTAL AMOUNT DUE IS **\$105.00**

← 04 TO PAY

UPON RECEIPT OF THE PAYMENT, WE WILL PROMPTLY RELEASE THE RECORDS TO YOUR OFFICE.

SINCERELY,

AIDENYS ESTRELLA



❖ PLEASE MAIL INVOICE WITH PAYMENT.

187536
131335

EXHIBIT H

RICHARD LECHTENBERG, M.D.

Neurology
Tel. 718-625-2004

100 Atlantic Avenue Suite 1A
Brooklyn, New York 11201

Diplomate of the American
Board of Psychiatry and Neurology
Fax. 718-246-2566
NYS License: 123335

INVOICE # 19540

February 2, 2018

D'Amato & Lynch, LLP
225 Liberty St.
New York, NY 10281

Re: Daniel Rivera
File #: 930-83092



<u>DATE</u>	<u>TYPE OF SERVICE</u>	<u>CHARGE</u>
1-17-18	Independent Medical Exam	\$ 400.00
	Additional Records	\$ 750.00
	TOTAL:	\$1150.00

Payment due upon receipt

Report will be sent upon receipt of payment

Please make check payable to: Richard Lechtenberg, MD

TAX ID#: 113514834

IF YOU HAVE ANY QUESTIONS, PLEASE FEEL FREE TO CONTACT LYNN LAHTI AT THE ABOVE NUMBER.

THANK YOU

(SIGNED)

RICHARD LECHTENBERG, M.D.

151877

114256

EXHIBIT I

Invoice

SOUTHERN DISTRICT REPORTERS PC
Tax ID No. 13-2775946

500 Pearl St.
 Room 330
 New York, NY 10007
 Tel No. (212) 805-0300

INVOICE NO.: 0495815-IN
 INVOICE DATE: 03/06/18

CUSTOMER NO.: 1000530
 WORK ORDER NO.: 188642
 SALESPERSON: CSIW

D'Amato & Lynch
 225 Liberty Street
 2 World Financial Center
 New York, NY 10281

Attention: Jerome Smith

PAYMENT IS DUE UPON RECEIPT

JOB DATE DANIEL RIVERA V HOME DEPOT, ET AL.
 CASE NO. 16CV07552

3/2/2018	Original	27.00	Pages at	\$7.98	215.46
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PAID
 CK. NO. MASTER
 DATE 4/18/18

132110

Net Invoice:	215.46
Less CM:	-91.53
Freight:	0.00
Sales Tax:	0.00
Invoice Total:	123.93

**WE ACCEPT VISA, MASTERCARD, AMERICAN EXPRESS AND DISCOVER
 PLEASE MAKE CHECK PAYABLE TO SOUTHERN DISTRICT REPORTERS PC**

Invoice

131964

SOUTHERN DISTRICT REPORTERS PC

Tax ID No. 13-2775946

500 Pearl St.
Room 330
New York, NY 10007
Tel No. (212) 805-0300

INVOICE NO.: 0496053-IN
INVOICE DATE: 03/13/18

CUSTOMER NO.: 1000530
WORK ORDER NO.: 188701

SALESPERSON: CSIW

D'Amato & Lynch
225 Liberty Street
2 World Financial Center
New York, NY 10281
Attention: Arturo M. Boutin

PAYMENT IS DUE UPON RECEIPT

JOB DATE DANIEL RIVERA V HOME DEPOT, ET AL.
CASE NO. 16CV07552

3/6/2018	Original	36.00	Pages at	\$3.93	141.48
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PAID

131964

Net Invoice:	141.48
Less Discount:	0.00
Freight:	0.00
Sales Tax:	0.00
Invoice Total:	141.48

**WE ACCEPT VISA, MASTERCARD, AMERICAN EXPRESS AND DISCOVER
PLEASE MAKE CHECK PAYABLE TO SOUTHERN DISTRICT REPORTERS PC**

184013

Invoice**SOUTHERN DISTRICT REPORTERS PC**

Tax ID No. 13-2775946

500 Pearl St.
 Room 330
 New York, NY 10007
 Tel No. (212) 805-0300

INVOICE NO.: 0497667-IN
 INVOICE DATE: 04/18/18

CUSTOMER NO.: 1000530
 WORK ORDER NO.: 189880
 SALESPERSON: CSIW

D'Amato & Lynch
 225 Liberty Street
 2 World Financial Center
 New York, NY 10281
 Attention: Arturo M. Boutin

PAYMENT IS DUE UPON RECEIPT

JOB DATE DANIEL RIVERA V HOME DEPOT, ET AL.
 CASE NO. 16CV07552

4/9/2018	Original	95.00	Pages at	\$3.93	373.35
4/9/2018	Original	64.00	Pages at	\$6.66	426.24


PAID

CK. NO. MASTER
 DATE 4/18/18

Net Invoice: 799.59
 Less Discount: 0.00
 Freight: 0.00
 Sales Tax: 0.00
 Invoice Total: 799.59

**WE ACCEPT VISA, MASTERCARD, AMERICAN EXPRESS AND DISCOVER
 PLEASE MAKE CHECK PAYABLE TO SOUTHERN DISTRICT REPORTERS PC**

Invoice**SOUTHERN DISTRICT REPORTERS PC**

Tax ID No. 13-2775946

500 Pearl St.
 Room 330
 New York, NY 10007
 Tel No. (212) 805-0300

INVOICE NO.: 0497665-IN
 INVOICE DATE: 04/18/18

CUSTOMER NO.: 1000530
 WORK ORDER NO.: 189881
 SALESPERSON: CSIW

D'Amato & Lynch
 225 Liberty Street
 2 World Financial Center
 New York, NY 10281
 Attention: Arturo M. Boutin

PAYMENT IS DUE UPON RECEIPT

JOB DATE DANIEL RIVERA V HOME DEPOT, ET AL.
 CASE NO. 16CV07552

4/10/2018	Original	129.00	Pages at	\$3.93	506.97
4/10/2018	Original	46.00	Pages at	\$6.66	306.36

PAID

CK. NO. MASTER
 DATE 4/18/18

132109

Net Invoice:	813.33
Less Discount:	0.00
Freight:	0.00
Sales Tax:	0.00
Invoice Total:	813.33

**WE ACCEPT VISA, MASTERCARD, AMERICAN EXPRESS AND DISCOVER
 PLEASE MAKE CHECK PAYABLE TO SOUTHERN DISTRICT REPORTERS PC**

EXHIBIT J

**FINAL INVOICE**

MEDIATION SERVICES

DATE: April 2, 2018

TO:

Arturo Boutin, Esq.
D'Amato & Lynch, LLP
Two World Financial Center
New York, NY 10281

FROM:

NAM (National Arbitration and Mediation)
990 Stewart Ave., First Floor
Garden City, NY 11530
(516) 794-8950 FAX: (516) 794-8518

Mediation Services**Case: DANIEL F. RIVERA VS. HOME DEPOT U.S.A., & BRYAN S HOME IMPROVEMENT CORP.****Claim / File#: GL-16-11-17780****NAM ID#: 1000213707****NAM Invoice#: 242863 [Please include this number in the Memo Field of your Check]****Conference Date: Wednesday, February 7, 2018 at 02:00 PM****Mediator: Hon. John P. DiBlasi****Location: NAM (NYC), The Chanin Building 122 E. 42nd St. - Suite 803, New York, NY****Total Conference Time: 3 Hours 15 Minutes****Document Review Time: 15 Minutes**

INVOICE#	ITEM	AMOUNT
242863-00	Administrative Fee [Includes up to 1 Hour Conference Time]	685.00
242863-01	Additional 1 Hour Conference Time Reserved	425.00
242863-03	Additional 1 Hour 15 Minutes Conference Time	531.00
242863-02	15 Minutes Document Review Time	106.00
Totals		\$ 1,747.00
Interest Due		\$ 20.29
Balance Due		\$ 1,767.29

Each party has been billed separately. The above balance is your responsibility for this matter.

The above rates are based upon the Hearing Officer selected by the parties and the case type of this matter.

TERMS: 10 DAYS FROM INVOICE**PLEASE DETACH THIS PART AND SUBMIT WITH PAYMENT****MAIL REMITTANCE TO:****BALANCE DUE: \$1,767.29**

NAM (National Arbitration and Mediation) TAX ID#: 81-4417436
990 Stewart Ave. Garden City, NY 11530

NAM Invoice#: 242863

All fees are due within 10 days of receipt of this invoice. If a case is scheduled less than two weeks before the hearing/conference date, the fees are due upon receipt of the invoice. NAM may elect not to commence administration of the claim or not to allow the hearing/conference to proceed until all outstanding fees are paid. Interest will be charged at a rate of 1.5% per month on balances more than 30 days past due. Any questions or concerns regarding invoices should be brought to your NAM Account Executive's attention within 30 days of the receipt of the invoice. Your Account Executive at NAM is John Thomas Hanauer (516-794-8950, Ext. 122). Any comments received after 30 days cannot be considered.

Arturo Boutin, Esq.
D'Amato & Lynch, LLP
Two World Financial Center
New York, NY 10281

